

**CONTRACT #3**  
**RFS # 339.10-020**

**Department of Mental Health  
& Developmental Disabilities  
Division of Middle Tennessee  
Mental Health Institute**

**VENDOR:**  
**Joint Commission on the  
Accreditation of Healthcare  
Organizations (JCAHO)**



STATE OF TENNESSEE  
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

CORDELL HULL BUILDING, THIRD FLOOR  
425 FIFTH AVENUE, NORTH  
NASHVILLE, TENNESSEE 37243

PHIL BREDESEN  
GOVERNOR

January 11, 2005

VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN  
COMMISSIONER

James W. White, Executive Director  
Fiscal Review Committee  
8th floor, Rachel Jackson Building  
Nashville, TN 37214

RECEIVED

JAN 17 2006

FISCAL REVIEW

Attention: Ms. Leni Chick

Dear Mr. White:

Attached is a non-competitive contract request for a contract with the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) for accreditation surveys and support consultation for the accreditation of the Regional Mental Health Institutes. JCAHO is the only Center of Medicare and Medicaid Services (CMS) recognized accrediting organization for healthcare organizations in the United States. JCAHO accreditation is required for the Regional Mental Health Institutes to receive Medicare/Medicaid funding. Medicare and Medicaid (TennCare) are large funding sources for the Regional Mental Health Institutes and important to their operation.

This request is not being submitted sixty (60) days in advance of the contract start date. The Regional Mental Health Institutes have been JCAHO accredited for many years. In the past there were no contracts and surveys fees were paid with an exception letter every few years as each facility was surveyed. This year for the first time JCAHO sent the Regional Mental Health Institutes a contract for the provision of surveys and support. The Regional Mental Health Institute personnel did not recognize the documents they were sent as contracts requiring state government approval. In late December 2005 the department caught the error. This request is to establish a proper contract for these services. The requested start date is January 1, 2006.

If you have questions or need assistance please contact Gene Wood in our contracts section at 532-6676.

Sincerely yours,

Virginia Trotter Betts, MSN, JD, RN, FAAN  
Commissioner

VTB:gw

## REQUEST: NON-COMPETITIVE CONTRACT

RECEIVED

JAN 17 2006

FISCAL REVIEW

APPROVED

Commissioner of Finance &amp; Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	339.10-020	
2) State Agency Name :	Department of Mental Health and Developmental Disabilities	
3) Service Caption :	Accreditation of Regional Mental Health Institutes	
4) Proposed Contractor :	Joint Commission on the Accreditation of Healthcare Organizations (JCAHO)	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	January 1, 2006	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2011	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$400,000	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	On-site accreditation surveys and support for the accreditation of the Regional Mental Health Institutes through JCAHO.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	JCAHO accreditation is required to receive Medicare/Medicaid funding. Medicare and Medicaid (TennCare) are large funding sources for the Regional Mental Health Institutes.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	The Regional Mental Health Institutes have been JCAHO accredited for many years. In the past there were no contracts and surveys fees were paid with an exception letter every few years as each facility was surveyed. This year JCAHO sent the Regional Mental Health Institutes a contract for the provision of surveys and support.	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : ( <u>not</u> required if proposed contractor is a state education institution)	Joint Commission on Accreditation of Healthcare Organizations One Renaissance Blvd. Oakbrook Terrace, IL 60181	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		

The Joint Commission is an independent, not-for-profit organization, established more than 50 years ago. Joint Commission is governed by a board that includes physicians, nurses, and consumers. Joint Commission sets the standards by which health care quality is measured in America and around the world.

**14) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

There are no other accepted alternatives to JCAHO accreditation for the accreditation of the Regional Mental Health Institutes.

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :**  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

JCAHO is the recognized accrediting organization for healthcare organizations in the United States. JCAHO accreditation is required to receive Medicare/Medicaid funding. Medicare and Medicaid (TennCare) are large funding sources for the Regional Mental Health Institutes.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

*Virginia J. Betts*

Agency Head Signature

*11/13/06*

Date

**Explanation for late filing of request.**

In the past there were no contracts and surveys fees were paid with an exception letter every few years as each facility was surveyed. This year JCAHO sent the Regional Mental Health Institutes a contract for the provision of surveys and support. The Regional Mental Health Institute personnel did not recognize the documents they were sent as contracts requiring state government approval. In December 2005 the error was caught by the department. This request is to establish a proper contract for these services.

-----Original Message-----

From: Gene Wood [mailto:[Gene.Wood@state.tn.us](mailto:Gene.Wood@state.tn.us)]

Sent: Thursday, January 19, 2006 4:11 PM

To: Leni Chick

Subject: Re: Non-Competitive Contract Request

Attached is a draft Contract Summary Sheet and draft contract for the Joint Commission accreditation services. This is not the final draft and there will be changes before an acceptable contract is finalized. I hope that this will provide the committee the information they need to review this contract request. Thank you.

# C O N T R A C T   S U M M A R Y   S H E E T

010606

<b>RFS #</b>	<b>Contract #</b>
<b>339.10-020</b>	
<b>State Agency</b>	<b>State Agency Division</b>
Department of Mental Health and Developmental Disabilities	Regional Mental Health Institutes
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
Joint Commission on the Accreditation of Healthcare Organizations (JCAHO)	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V-

<b>Service Description</b>			
Accreditation Surveys and Support			
<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
January 1, 2006	December 31, 2010	Vendor	

<b>Mark Each TRUE Statement</b>	
<input type="checkbox"/> Contractor is on STARS	<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.10,11,12,16 & 17			11		

  

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$70,000				\$70,000
2007	\$80,000				\$80,000
2008	\$60,000				\$60,000
2009	\$90,000				\$90,000
2010	\$100,000				\$100,000
<b>TOTAL:</b>	<b>\$400,000</b>				<b>\$400,000</b>

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Gene Wood, Director of Budget (615) 532 - 6676
			<b>State Agency Budget Officer Approval</b>
<b>TOTAL:</b>			
<b>End Date:</b>			

<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix: FA or GR)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (GG or GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

There are no other Center for Medicare and Medicaid Services accepted alternatives to JCAHO accreditation for the accreditation of the Regional Mental Health Institutes. JCAHO is working with the department to put together an acceptable contract for both parties. JCAHO is a non-profit organization and rates are based on their costs to provide services.

## ACCREDITATION CONTRACT

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THIS ACCREDITATION CONTRACT, effective January 1, 2006 through December 31, 2010. ("Accreditation Contract"), by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities ("the Organization") and the Joint Commission on Accreditation of Healthcare Organizations ("the Joint Commission"), a nonprofit corporation classified as tax exempt under section 501 (c) (3) of the Internal Revenue Code.

**WHEREAS**, the Joint Commission's mission is to continuously improve the safety and quality of care provided to the public through the provision of accreditation and related services that support performance improvement in health care organizations.

**WHEREAS**, the Organization wishes to purchase certain products and services related to the accreditation process to advance its own quality improvement initiatives and thereby improve the quality and safety of care provided.

**NOW, THEREFORE**, in consideration of the mutual promises in this Accreditation Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree to the following terms and conditions:

**SECTION 1. Scope of Services.** The Joint Commission will develop and maintain state-of-the-art standards and National Patient Safety Goals that are appropriate to each type of health care organization accredited and will promulgate these standards and goals through its accreditation manuals, Frequently Asked Questions as posted on the Extranet, and *Perspectives*, a monthly newsletter provided to the Organization. The Joint Commission's standards and goals will specify the requirements necessary to help ensure that high quality patient care is provided in a safe manner and in a secure environment. The Joint Commission will develop its standards and goals in consultation with health care experts, providers, practitioners, and researchers, as well as measurement experts, purchasers and consumers. The Joint Commission will publish any new standards requirements at least six months in advance of their effective date, unless it determines that delaying the implementation of the standard could have an adverse effect on patient health or safety. The Joint Commission will provide the Organization with one complimentary copy of the Accreditation Manual for each of the Organization's services seeking Joint Commission accreditation.

The Joint Commission will staff on-site accreditation surveys with the appropriate number and type of surveyors as determined by the application of consistent scheduling rules that are based upon volume, site and service data submitted by the Organization. The surveyors will be employees of the Joint Commission who have

field experience and have been formally trained, precepted, and certified as surveyors by the Joint Commission. The Joint Commission will provide ongoing education and supervision to its surveyors to ensure that the surveyors' skills are appropriately maintained.

The Joint Commission will assign the Organization an account representative who will serve as the primary point of contact with the Joint Commission. The account representative will assist the Organization in responding to Joint Commission inquiries, as well as provide support in accessing and utilizing the Joint Commission's electronic Extranet-based services and communications.

The Joint Commission will provide the Organization with access to a team of knowledgeable health care professionals, known as the Standards Interpretation Group, to assist the Organization in understanding standards requirements. The Joint Commission also agrees to provide the Organization with various resources for organizational improvement, such as *Sentinel Event Alert*, continuous electronic access to the Periodic Performance Review (PPR) assessment product for each program for which the PPR is available, and a periodic review of the PPR and any required Plans of Action by the Standards Interpretation Group.

The Joint Commission will provide the Organization with a secure, organization-specific Web site via the Extranet, which will serve as the electronic access point for all communications, survey reports, and performance improvement services used in the accreditation process. The Joint Commission will issue the Organization an initial password to access the site, as well as a security screen to enable the Organization to issue access to other individuals within the organization who are involved in the accreditation process.

The Joint Commission will provide the public and health care professionals with relevant and useful information about the quality and safety of Joint Commission accredited organizations in Quality Check <sup>®</sup>, which is posted on the Joint Commission's website. If the Organization becomes accredited, the Joint Commission will allow the Organization to display the Joint Commission's Gold Seal of Approval <sup>™</sup> to publicize the Organization's achievement of accreditation.

The Joint Commission will develop and/or implement performance measures for accredited health care organizations in collaboration with other national entities in order to achieve consistency in measures and minimize data collection effort.

The Joint Commission will launch periodic Speak Up <sup>™</sup> patient safety campaigns, which are aimed at encouraging patients to become active and informed members of the health care team, and make relevant Speak Up <sup>™</sup> materials available to the Organization. The Joint Commission will also provide the Organization with program-specific newsletters, and periodic complimentary Web or audio programs on topics of mutual interest to health care organizations and the Joint Commission.



The Joint Commission will periodically conduct public policy initiatives by bringing together relevant health care experts, providers, practitioners, and other parties of interest to discuss critical issues affecting the quality and safety of health care and to aid in the identification of achievable solutions to these issues.

**SECTION 2. Adherence to Joint Commission Standards, Policies, Procedures, Eligibility Requirements, Participation Requirements, and National Patient Safety Goals.** The Organization agrees, if accredited, that it is responsible for knowledge of the information, including new and revised standards, policies, procedures, eligibility requirements, accreditation participation requirements, and national patient safety goals provided in *Perspectives*, or in Joint Commission accreditation manuals as periodically revised, that are relevant to its programs. The Organization further agrees that it will be bound by any such new or revised standards, policies, procedures, eligibility requirements, accreditation participation requirements, or national patient safety goals and will take any steps needed to come into compliance with them in a reasonable period of time, and understands that failure to do so can result in loss of accreditation.

The Organization agrees to adhere at all times to all policies and procedures and other requirements of the Joint Commission, including those set out in the Joint Commission's accreditation manuals and *Perspectives*. Such policies and procedures and other requirements specifically include those set out in the following sections of Joint Commission accreditation manuals: Accreditation Policies and Procedures, Accreditation Participation Requirements, Sentinel Events and National Patient Safety Goals.

The Organization agrees to engage in good faith and frank participation in the accreditation process and never provide any falsified information or fail to provide relevant information that may be used by the Joint Commission to determine the Organization's compliance with Joint Commission requirements. In this regard, the Organization will furnish any reasonable certifications required about the information it supplies to the Joint Commission.

**SECTION 3. Submission/Release of Information.** The Organization agrees to provide information requested by the Joint Commission that is relevant to the accreditation process (including for example, all official records and reports of public licensing, examining, reviewing or planning bodies), and grants permission to the state licensing authority, federal agencies, and any other relevant examining or review agency, to release to the Joint Commission any information concerning the Organization and any related entities included in the Organization's accreditation process.

If the Organization intends to request any surveyor to sign a confidentiality agreement at the time of survey, the Organization must submit such agreement to

the Joint Commission with submission of its E-Update/Application for Accreditation.

The Organization agrees that it is responsible for obtaining any necessary authorizations to permit Joint Commission access to confidential health record information.

The Organization agrees to sign a HIPAA required Business Associate Agreement with the submission of its E-Update/Application for Accreditation.

**SECTION 4. Acceptance of a Survey.** The Joint Commission schedules surveys based on information provided in the Organization's Application for Accreditation and/or E- Updates. Using the information provided, the Joint Commission determines the Organization's services, programs, and related entities that are included in the scope of the survey, the number of days required for a survey and the composition of the survey team. Inaccurate or incomplete information in the Application for Accreditation and/or E-Update may necessitate an additional survey, which may delay the Joint Commission's survey report and accreditation decision. The Organization may also incur additional survey charges in such circumstances.

Beginning in 2006, most Joint Commission accreditation surveys will be unannounced. The Organization's failure to permit an unannounced survey is grounds for denial of accreditation.

**SECTION 5. Confidential Information.** The Organization and the Joint Commission acknowledge and agree that it is their intent to work together in the accreditation process as part of a peer review, self-evaluation, and medical study designed to improve the quality and safety of health care. The confidentiality of documents utilized in the accreditation process must be maintained in order to preserve the integrity of the accreditation process and the protections afforded such peer review, self-evaluation, and medical studies.

Accordingly, subject to the limitations described below, the Joint Commission confirms that it keeps confidential the following information received or developed during the accreditation process ("Confidential Information"), unless its release is required by a government agency (see Data Release to Government Agencies section in the Public Information Policy):

- The Official Accreditation Report unless its release is required by a government agency.
- Information learned from the organization that is used to determine compliance with specific accreditation standards.

- An organization's root cause analysis and related action plan prepared in response to a sentinel event or in response to other circumstances specified by the joint Commission.
- The algorithms used in the Priority Focus Process.
- The Priority Focus Process information used in an organization's survey.
- The Organization's Periodic Performance Review results and related action plan and measures of success.
- All other materials that may contribute to the accreditation decision.

The Joint Commission will not disclose Confidential Information except as expressly provided herein and under the terms of the policies of the Joint Commission from time to time in effect, including those set out in the Joint Commission's Public Information Policy and other portions of Joint Commission accreditation manuals or *Perspectives*. The Organization acknowledges that the Joint Commission may disclose Confidential Information when required by law or court order.

Notwithstanding any contemplated or actual disclosure of Confidential Information as described herein, the Organization and the Joint Commission acknowledge and agree that it is their intention that any privilege applicable to such Confidential Information not be waived by such disclosure or other circumstance.

**SECTION 6. Publicly Available Information.** The Organization agrees in furtherance of the Joint Commission's commitment to make relevant and accurate information about surveyed health care organizations available to interested parties, as described in the Joint Commission's Public Information Policy (see Accreditation Policies and Procedures section of the accreditation manuals), to permit the Joint Commission to publish/release Quality Reports on individual accredited Organizations as well as aggregate performance data about the Organization; to make available to federal, state, local or other government certification or licensing agencies specific accreditation-related information; and to publicly disclose certain information in response to requests.

The Organization acknowledges that, in accordance with the Public Information Policy, the Joint Commission releases certain information on organization-specific standards compliance and the reason(s) for adverse accreditation decisions.

**SECTION 7. Prohibition on the Use of Surveyors as Consultants.** The Organization agrees that it will adhere to the Joint Commission's prohibition on the use of its surveyors as consultants. The Organization specifically acknowledges that it is not permitted to use Joint Commission full-time, part-time, or intermittent surveyors to provide any accreditation-related consulting services. Examples of such services include helping an organization to meet Joint Commission standards, helping an organization to complete its Periodic Performance Review, helping an organization to remedy areas of performance identified in its Periodic Performance Review as needing improvement, conducting mock surveys for an organization, and

providing consultation to an organization to address Priority Focus Process information.

**SECTION 8. Accreditation Certificate Display and Use.** The Joint Commission provides the Organization with one certificate of accreditation for each organization, service, or related entity included in the scope of the survey and accreditation process. Additional copies may be purchased. The certificate and all copies remain the Joint Commission's property. They must be returned if the Organization is issued a new certificate reflecting a name change, or if the Organization's accreditation status is changed, withdrawn, or denied for any reason. The Organization will reimburse the Joint Commission for any costs the Joint Commission incurs in recovering its certificate if the Organization does not promptly and voluntarily return any certificate in accordance with this paragraph.

The Organization agrees not to suggest that it has the status of an accredited organization unless such representation is accurate, and further agrees, if it is accredited, not to misrepresent the nature of that accreditation. A single accreditation award applies to all of the services, programs and related entities included in the scope of the Organization's survey and accreditation process.

**SECTION 9. Review and Appeal Procedures.** Following any Preliminary Denial of Accreditation decision, the Organization has the right to a review and appeal of that decision before it becomes the final decision of the Joint Commission. (See Accreditation Policies and Procedures section of the accreditation manuals.)

**SECTION 10. Fees.** \* The Joint Commission determines fees annually and bases those fees on the need to secure sufficient resources to cover the costs of its operations. The Joint Commission generally bases individual organization fees on the volume and type of services provided and the sites to be included in the organization's accreditation survey process. Beginning in 2006, the Joint Commission's fee structure will include an annual fee, which recognizes the provision of substantial accreditation-related services on a more continuous basis between on-site surveys, and a separate fee to cover the costs of actual on-site surveys when these occur. The Joint Commission levies separate charges for add-on services such as specialist surveyors. These are invoiced after the survey is completed.

Annual fees are non-refundable, are billed as of January 1<sup>st</sup> of each year, and are due upon receipt. On-site survey fees are billed upon completion of the survey and are due upon receipt.

Failure to provide timely payment of either annual fees or on-site survey fees can result in loss of accreditation.

\* This process does not apply to fees that are funded directly by a government agency, such as the Center for Substance Abuse Treatment (CSAT) for opioid treatment centers and the Bureau of Primary Health Care (BPHC) for community health centers.

SECTION 10a. Maximum Liability . The maximum liability of the organization under this Contract is four hundred thousand dollars (\$400,000.00). Any change to the maximum liability of this contract will be made by contract amendment.

**SECTION 11. Indemnification.** The Organization agrees that Joint Commission accreditation does not constitute a warranty of compliance with the accreditation standards and further that accreditation is not a substitute for self-monitoring and assessment of the services and the quality and safety of care provided by the Organization. The Organization agrees to indemnify and hold harmless the Joint Commission, its commissioners, officers, agents, employees, and member organizations from any and all professional liability claims of other parties against the Joint Commission, its commissioners, officers, agents, employees, or member organizations arising from this Accreditation Contract, including all judgments, settlements, costs, expenses, and reasonable attorneys' fees, unless and until any such judgments, settlements, costs, expenses and attorneys' fees are found by a final judgment of a court of competent jurisdiction to have resulted solely from negligence or wrongdoing on the part of the Joint Commission. This indemnification and hold harmless provision shall apply only to professional liability claims, i.e., claims based on the Joint Commission's performance of its professional services, and not to general liability claims for bodily injury or property damage arising out of the Joint Commission's negligence or intentional misconduct.

The Organization agrees that in the event of any error or omission in connection with or as a result of the Joint Commission's performance of accreditation services including, but not limited to, the scheduling and conduct of any accreditation survey, the processing of the results of any accreditation survey, and the disclosure of any accreditation survey results, the Joint Commission's liability to the Organization for any loss or damage arising therefrom, shall be limited to the total fees paid or payable for any accreditation services provided hereunder. This limitation of liability shall apply to the fullest extent permitted by law regardless of whether the Organization's claim for loss or damage is based upon contract, tort, strict liability, or otherwise, and shall constitute the Joint Commission's sole liability to the Organization and the Organization's exclusive remedy against the Joint Commission in the event of any such error or omission.

**SECTION 12. Notices.** Any notice required by this Accreditation Contract to be given to the Organization shall be addressed to the Organization at its post office address as shown in Joint Commission records and shall be sent to the Organization by certified mail or by a recognized package delivery service. Any notice required to be given to the Joint Commission by the Organization shall be sent by the Organization in the same manner and shall be addressed to the Organization's account representative, Joint Commission on Accreditation of

Healthcare Organizations, One Renaissance Boulevard, Oakbrook Terrace, IL 60181.

**SECTION 13. Governing Laws.** This Accreditation Contract shall be governed by the laws of the State of Illinois, without regard to conflict of laws principles. If any provision is found to be unenforceable, it shall be stricken or rewritten to cause this Accreditation Contract to become enforceable to the greatest extent possible.

The Organization agrees that any claim for loss or damage arising from the performance of accreditation services, whether such claim is based upon contract, tort, strict liability, or otherwise, shall be filed and litigated in the Circuit Court of DuPage County or Cook County, Illinois or the United States District Court for the Northern District of Illinois, and the Organization consents and submits to the personal jurisdiction of such courts. The Organization waives any right it may have to transfer or change the venue of any litigation brought hereunder.

**SECTION 14. Entire Agreement.** This is the entire Accreditation Contract between the parties and supersedes any other agreement or oral understanding the parties may have had prior to the effective date of this Accreditation Contract. Any E-Update or Application for Accreditation that includes Terms of Agreement that is submitted after the effective date of this Accreditation Contract shall be null and void.

By signing this Accreditation Contract, the parties have caused the Contract to be duly executed as of the date first above written.

**SECTION 15. Term and Termination.** ~~This Contract shall be effective for the period commencing on 01/01/2006 and ending on 12/31/2010. Either party may terminate this contract prior to the ending date by giving notice ninety (90) days prior to the effective termination date. Notice of termination by either party shall be in writing.~~ The Joint Commission may terminate this Accreditation Contract if it determines that the Organization has breached a material term of the Accreditation Contract.

**Deleted:** The term of this Accreditation Contract is for a period of one (1) year beginning on the effective date, to be renewed automatically for continuous new one (1) year terms, unless either party notifies the other of its intent not to renew ninety (90) days prior to the annual renewal date.

Nothing express or implied in this Accreditation Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties any rights, remedies, obligations or liabilities whatsoever.

**SECTION 16. Survival.** Provisions that involve the following topics shall survive the termination of this accreditation contract: Confidential Information, Publicly Available Information, Award Display & Use, Fees (to the extent due but not paid), Indemnification and Limitation of Liability, Notices, and Governing Laws.

IN WITNESS WHEREOF:

Joint Commission on Accreditation of Healthcare Organizations:

\_\_\_\_\_

\_\_\_\_\_  
Dennis S. O'Leary, President

\_\_\_\_\_  
Date

STATE OF TENNESSEE:

Department of Mental Health and Developmental Disabilities:

\_\_\_\_\_

\_\_\_\_\_  
Virginia Trotter Betts, MSN, JD, RN, FAAN Date  
Commissioner

Department of Finance and Administration:

\_\_\_\_\_

\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

\_\_\_\_\_  
Date

Comptroller of the Treasury:

\_\_\_\_\_

\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

\_\_\_\_\_  
Date